* * * * * * * * * * * * * * WISN-TV (Milwaukee, WI)

ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

| Candid | late/Issue | MATION | LAL REARY | ICAN SENA | TE Camm | ITTEE |
|---------|---|--------|---------------|--------------------------------|-----------------|-----------|
| candida | Dates (if one folder is used per ate, a separate checklist must be sted for each flight) | 10/3/ | 1/12-11/61 | 12 | | |
| | | | | | <u>Initials</u> | |
| 1. | Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17 | 7) | Date: | | | - |
| 2. | Original contract showing requested time (when available) | | Date: | 8/20/12 | O. | - |
| 3. | Updated contracts as order changes. | | Date: | 10/29/12 | @ | - / / |
| 4. | Invoice of schedule as actually broadcast including amount of rebates given (exact date, time, class of time and amount | | | 10/30/12
11/1/12
11/2/12 | & | 11/5/12 & |
| | for each rebate), if any | | Date: | * | | _ |
| | | | Checklist Com | pleted: | | |
| | | By: | | | | |
| | | Date: | | | | |
| | | | | | | |

CONTRACT



And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Rev | vision | | Alt Order # | |
|-------------------------|----------------|----------|-----------------|-------------------|----------------|
| | 902207 | 1 | | 06112213 | |
| Product | | *** | _ | | |
| NRSC | | | | | |
| Contract Dates | Estimate # | | | | |
| 10/31/12 - 11/06/12 | | | | | |
| Advertiser | | | Ori | iginal Date / | / Revision |
| NRSC National Republica | ın Senate Cor | nm | 0 | 4/13/12 | / 05/04/12 |
| | Billing Cycle | Billing | Cale | endar | Cash/Trade |
| | EOM/EOC | Broado | ast | | Cash |
| | Station | Accour | unt Executive S | | Sales Office |
| | WISN | Will Hil | ldeb | orandt | HRP -Washingto |
| | Special Handl | ing | | | |
| | Demographic | | | | |
| | Adults 35+ | | | | |
| | | | | | |
| | IDB# | Adverti | ser | Code | Product Code |
| | 9912521 | | | | |
| | Agency Ref | | | <u>Advertiser</u> | Ref |
| | 1 | | | | |

| | | Spots/ | | |
|--|------------------------------------|-----------------------|------------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| 1 WISN 10/31/12 11/02/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 3 | \$750.00 |
| 2 WISN 11/05/12 11/06/12 News M-F 5a Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 2 | \$500.00 |
| 3 WISN 10/31/12 11/02/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 4 WISN 11/05/12 11/06/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 4 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 4 | \$2,000.00 |
| 5 WISN 10/31/12 11/02/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 wtf 3 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 6 WISN 11/05/12 11/06/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 4 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 4 | \$2,000.00 |
| 7 WISN 10/31/12 11/02/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 7-9a
<u>Rate</u>
\$300.00 | :30 | NM 3 | \$900.00 |
| 8 WISN 11/05/12 11/06/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | 7-9a
<u>Rate</u>
\$300.00 | :30 | NM 2 | \$600.00 |
| 9 WISN 10/31/12 11/02/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM 3 | \$900.00 |
| 10 WISN 11/05/12 11/06/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 2 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM 2 | \$600.00 |
| 11 WISN 10/31/12 11/02/12 THE CHEW | 12P-1P | :30 | NM 3 | \$600.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

04/13/12 / 05/04/12



| | 902207 / | 06112213 | |
|---------------------|------------|------------------------|--|
| Contract Dates | Product | Estimate # | |
| 10/31/12 - 11/06/12 | NRSC | | |
| <u>Advertiser</u> | <u>O</u> r | iginal Date / Revision | |

NRSC National Republica

| *Line Ch Start Date End Date Description | Start/End Time | Spots/ Days Length Week Rate | Type Spots | Amount |
|--|---------------------------------------|------------------------------|--------------|------------|
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | <u>Rate</u>
\$200.00 | 2 angli (10 angli) | Подражения | 7 Wildell |
| 12 WISN 11/05/12 11/05/12 THE CHEW Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 12P-1P
<u>Rate</u>
\$200.00 | :30 | NM 1 | \$200.00 |
| 13 WISN 10/31/12 11/02/12 3-4p Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 14 WISN 11/05/12 11/05/12 3-4p Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| 15 WISN 10/31/12 11/02/12 DR. OZ Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM 3 | \$1,650.00 |
| 16 WISN 11/05/12 11/05/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM 1 | \$550.00 |
| 17 WISN 10/31/12 11/02/12 News M-F 5p Start Date | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM 3 | \$2,550.00 |
| 18 WISN 11/05/12 11/05/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 19 WISN 10/31/12 11/02/12 News M-F 6p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM 3 | \$3,000.00 |
| 20 WISN 11/05/12 11/05/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM 1 | \$1,000.00 |
| 21 WISN 10/31/12 11/02/12 Entertainment Tonigh Start Date | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM 3 | \$2,400.00 |
| 22 WISN 11/05/12 11/05/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | N M 1 | \$800.00 |
| 23 WISN 10/31/12 11/02/12 Late News 10PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12W-F 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM 2 | \$3,000.00 |
| 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 26 WISN 11/05/12 11/05/12 DWTS Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | Prime Other
Rate
\$5,000.00 | :30 | NM 1 | \$5,000.00 |
| 27 WISN 11/05/12 11/05/12 CASTLE Start Date End Date Weekdays Spots/Week | Mon 9-10p
Rate | :30 | NM 1 | \$3,500.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

\$51,650.00

04/13/12 / 05/04/12



Contract / Revision Alt Order # 902207 06112213 Contract Dates Product Estimate # 10/31/12 - 11/06/12 NRSC Advertiser Original Date / Revision

| | | | | Spots/ | | | | |
|--|-------------------------|---------------------------|------|---------------------------------------|------|---------|-----|-------------------|
| *Line Ch Start Date End Date Descript | | Start/End Time | Days | Length Week | Rate | Type Sp | ots | Amount |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u>
Week: 11/05/12 11/11/12 1 | Spots/Week
1 | <u>Rate</u>
\$3,500.00 | | | | | | |
| 28 WISN 10/31/12 10/31/12 REVENG | , | Wed 9-10p | | :30 | | NM | 1 | \$2,800.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u>
Week: 10/29/12 11/04/121 | Spots/Week
1 | Rate
\$2,800.00 | | .00 | | 14141 | 1 | φ 2,600.00 |
| 29 WISN 11/03/12 11/03/12 Sat GMA | | 6-7a | | :30 | | NM | 1 | \$500.00 |
| Start Date End Date Weekdays | Spots/Week | Rate | | .00 | | 1414) | 1 | Φ500.00 |
| Week: 10/29/12 11/04/121-
30 WISN 11/03/12 11/03/12 News Sat | 1 7.0- | \$500.00 | | | | | | |
| Start Date End Date Weekdays | 7-9a
Spots/Week | 7-9am
Rate | | :30 | | NM | 1 | \$350.00 |
| Week: 10/29/12 11/04/121- | 1 | \$350.00 | | | | | | |
| 31 WISN 11/03/12 11/03/12 CHRIS M | | | | :30 | | NM | 1 | \$500.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u>
Week: 10/29/12 11/04/121- | Spots/Week
1 | <u>Rate</u>
\$500.00 | | | | | | |
| 32 WISN 11/03/12 11/03/12 News Sa | | 6-7PM | | :30 | | NM | 1 | \$550.00 |
| Start Date End Date Weekdays | Spots/Week | Rate | | .00 | | 1111 | 1 | φυσυ.υυ |
| Week: 10/29/12 11/04/121- | 1 | \$550.00 | | | | | | |
| 33 WISN 11/04/12 11/04/12 Sun GMA
Start Date End Date Weekdays | Spots/Week | 6-7a
Rate | | :30 | | NM | 1 | \$400.00 |
| Week: 10/29/12 11/04/121 | 1 | \$400.00 | | | | | | |
| 34 WISN 11/04/12 11/04/12 News Sur | | 7-9am | | :30 | | NM | 1 | \$300.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u>
Week: 10/29/12 11/04/121 | Spots/Week
1 | <u>Rate</u>
\$300.00 | | | | | | |
| 35 WISN 11/04/12 11/04/12 Sun 9-930 |)A | 9-930A | | :30 | | NM | 1 | \$300.00 |
| Start Date End Date Weekdays | Spots/Week | <u>Rate</u> | | .00 | | LAIM | ı | \$300.00 |
| Week: 10/29/12 11/04/121 | 1 | \$300.00 | | | | | | |
| 36 WISN 11/04/12 11/04/12 This Weel Start Date End Date Weekdays | With Georg Spots/Week | 930-1030am
Rate | | :30 | | NM | 1 | \$850.00 |
| Week: 10/29/12 11/04/121 | 1 | \$850.00 | | | | | | |
| 37 WISN 11/03/12 11/03/12 College Fe | | 230р-6р | | :30 | | NM | 1 | \$1,000.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u>
Week: 10/29/12 11/04/121- | Spots/Week
1 | <u>Rate</u>
\$1,000,00 | | | | | | |
| 38 WISN 11/04/12 11/04/12 News Sun | | 530-6p | | :30 | | NM | | 0.000.00 |
| Start Date End Date Weekdays | Spots/Week | Rate | | .50 | | IAIAI | 1 | \$500.00 |
| Week: 10/29/12 11/04/121 | 1 | \$500.00 | | | | | | |
| 39 WISN 11/04/12 11/04/12 ELECTION Start Date End Date Weekdays | N SPECIAL
Spots/Week | Sun 6-7p
Rate | | :30 | | NM | 1 | \$1,200.00 |
| Week: 10/29/12 11/04/121 | <u> </u> | \$1,200.00 | | | | | | |
| | 10pm LTC | 10p-1030p | | :30 | | NM | 1 | \$1,500.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u>
Week: 10/29/12 11/04/121 | Spots/Week | Rate | | | | | | ** |
| | SU 1030PM | \$1,500.00
1030p-11p | | .20 | | | , | |
| Start Date End Date Weekdays | Spots/Week | Rate | | :30 | | NM | 1 | \$850.00 |
| Week: 10/29/12 11/04/121 | 1 | \$850.00 | | · · · · · · · · · · · · · · · · · · · | | | | |
| | | | | | | | | |

NRSC National Republica

Totals

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

| | Contract / Revision
902207 / | Alt Order #
06112213 | |
|---------------------------------------|---------------------------------|--|--|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | Estimate # | |
| Advertiser NRSC National Repub | | riginal Date / Revision
04/13/12 / 05/04/12 | |

| Time Period | # of Spots | Gross Amount | Net Amount |
|--------------------|------------|--------------|-------------|
| 10/29/12 -11/06/12 | 73 | \$51,650.00 | \$43,902.50 |
| Totals | 73 | \$51,650.00 | \$43,902.50 |

| Signature: | Date: | |
|------------|-------|--|
| |
 | |

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS 1.

- Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency (a) shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station falls to receive timely payment on billing; or (lii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. **OMISSION OF BROADCAST**

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast single made, a later broadcast shall be made at a reasonable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

PREEMPTIONS 4.

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. **FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. **CONSEQUENTIAL DAMAGES**

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. **GENERAL**

Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the (a)

face hereof.

| (b) The Station shall exercise normal precautions in handling of promaterials and other property furnished by the Agency in connection with broadcasts hereunder. The connection with broadcasts except after its prior approval. | operty and mail, but assumes no liability for loss or damage to program or commercia
ne Station will not accept or process mail, correspondence, or telephone calls in |
|---|---|
|---|---|

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT

Contract Agreement Between:

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Rev | <u>vision</u> | | Alt Order # | Ė |
|-------------------------|----------------|---------------|------|-------------|----------------|
| | 902207 | 1 1 | | 06112213 | |
| Product | | | | | |
| IRSC | | | | | |
| Contract Dates | Estimate # | | | | |
| 0/31/12 - 11/06/12 | | | | | |
| <u>\dvertiser</u> | | | Ori | iginal Date | / Revision |
| NRSC National Republica | an Senate Cor | nm | 1 | 0/24/12 | / 10/24/12 |
| | Billing Cycle | Billing | Cal | endar | Cash/Trade |
| | EOM/EOC | Broado | | | Cash |
| | Station | Accour | nt E | xecutive | Sales Office |
| | WISN | Will Hil | ldeb | orandt | HRP -Washingto |
| | Special Handl | ing | | 000 | |
| , | Demographic | | | | |
| | Adults 35+ | | | | |
| | Addits 55* | | | | |
| | | | | | |
| | | <u></u> | | | |
| | <u>IDB#</u> | Adverti | iser | Code | Product Code |
| | 9912521 | | | | |
| | Agency Ref | | | Advertiser | Ref |
| | | | | | |

| 41. 0. 0 | | Spots/ | | |
|---|------------------------------------|-----------------------|------------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| 1 WISN 10/31/12 11/02/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 3 | \$750.00 |
| 2 WISN 11/05/12 11/06/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 2 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 2 | \$500.00 |
| 3 WISN 10/31/12 11/02/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 4 WISN 11/05/12 11/06/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 4 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 4 | \$2,000.00 |
| 5 WISN 10/31/12 11/02/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 6 WISN 11/05/12 11/06/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 4 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 4 | \$2,000.00 |
| 7 WISN 10/31/12 11/02/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 7-9a
<u>Rate</u>
\$300.00 | :30 | NM 3 | \$900.00 |
| 8 WISN 11/05/12 11/06/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | 7-9a
<u>Rate</u>
\$300.00 | :30 | NM 2 | \$600.00 |
| 9 WISN 10/31/12 11/02/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM 3 | \$900.00 |
| 10 WISN 11/05/12 11/06/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 2 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM 2 | \$600.00 |
| 11 WISN 10/31/12 11/02/12 THE CHEW | 12P-1P | :30 | NM 3 | \$600.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc. does not discriminate in the sale of advertising time, and will account a set of advertising time, and will account a set of advertising time.

10/24/12

/ 10/24/12



| | Contract / Revision
902207 / 1 | Alt Order #
06112213 |
|---------------------------------------|-----------------------------------|-------------------------|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | Estimate # |
| Advertiser | IOr | iginal Date / Revision |

NRSC National Republica Spots/ *Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$200.00 WISN 11/05/12 11/05/12 THE CHEW 12P-1P :30 NM 1 \$200.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$200.00 1 WISN 10/31/12 11/02/12 3-4p 3-4p :30 NM 3 \$1,500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$500.00 3 WISN 11/05/12 11/05/12 3-4p 3-4p :30 NM \$500.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 1-\$500.00 15 WISN 10/31/12 11/02/12 DR. OZ 4P-5P :30 NM \$1,650.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$550.00 WISN 11/05/12 11/05/12 DR. OZ 4P-5P :30 NM 1 \$550.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$550.00 WISN 10/31/12 11/02/12 News M-F 5p 5-530pm :30 NM 3 \$2,550.00 Start Date End Date Spots/Week <u>Weekdays</u> Rate Week: 10/29/12 11/04/12 -WTF--\$850.00 3 News M-F 5p 18 WISN 11/05/12 11/05/12 5-530pm :30 NM \$850.00 Start Date End Date Spots/Week **Weekdays** Rate Week: 11/05/12 11/11/12 1 \$850.00 11/02/12 19 WISN 10/31/12 News M-F 6p 6-630pm :30 NM \$3,000.00 <u>Weekdays</u> Start Date End Date Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$1,000.00 WISN 11/05/12 11/05/12 News M-F 6p 6-630pm :30 NM 1 \$1,000.00 Start Date End Date **Weekdays** Spots/Week Rate Week: 11/05/12 11/11/12 \$1,000.00 21 WISN 10/31/12 11/02/12 **Entertainment Tonigh** 630p-7pm :30 NM 3 \$2,400.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$800.00 22 WISN 11/05/12 11/05/12 **Entertainment Tonigh** 630p-7pm :30 NM \$800.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 1_ \$800.00 23 WISN 10/31/12 11/02/12 Late News 10PM LTC 10-1030p :30 NM 2 \$3,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --W-F--2 \$1,500.00 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC 1030p-11p :30 NM \$850.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 ---1---1 \$850.00 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC 1030p-11p :30 NM \$850.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 11/05/12 11/11/12 1 \$850.00 26 WISN 11/05/12 11/05/12 **DWTS** Prime Other :30 NM \$5,000.00 Start Date **End Date** <u>Weekdays</u> Spots/Week Rate Week: 11/05/12 11/11/12 1----1 \$5,000.00 27 WISN 11/05/12 11/05/12 CASTLE Mon 9-10p :30 NM \$3,500.00 Start Date End Date Weekdays Spots/Week Rate

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | Contract / Revision | Alt Order # |
|--------------------|---------------------|-------------|
| | 902207 / 1 | 06112213 |
| Contract Dates | Product | Estimate # |
| 0/31/12 - 11/06/12 | NRSC | |

Advertiser Original Date / Revision 10/24/12 / 10/24/12 NRSC National Republica

| *Line Ch Start Date End Date Description | Oheat Card Time | Spots/ | _ | |
|---|---|---|-------------------|------------|
| Start Date End Date Weekdays Spots/Week | Start/End Time
Rate | Days Length Week Rate | Type Spots | Amount |
| Week: 11/05/12 11/11/12 1 1 <u>Spot Ch Date Range Description</u> 1 WISN 11/05/12-11/11/12 CASTLE See MG 27.2 | \$3,500.00
Start/End Time
Mon 9-10p | <u>Weekdays</u> <u>Length</u> <u>Rate</u>
м :30 \$3,500.00 | <u>Type</u>
NM | |
| 2 WISN 11/04/12-11/04/12 America's Funnies Home V MG for 27.1 11/05 | ʻidıSun 6-7p | sı :30 \$3,500.00 | NM | |
| 28 WISN 10/31/12 10/31/12 REVENGE Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | Wed 9-10p
<u>Rate</u>
\$2,800.00 | :30 | NM 1 | \$2,800.00 |
| 29 WISN 11/03/12 11/03/12 Sat GMA Start Date | 6-7a
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121- 1 | 7-9am
<u>Rate</u>
\$350.00 | :30 | NM 1 | \$350.00 |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 Start Date | 5a-530p
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 CHRIS MATTHEWS 5-530 | Start/End Time
5a-530p | Weekdays Length Rate | Type | |
| See MG 31.2
2 WISN 11/04/12-11/04/12 Chris Matthews
→ MG for 31.1 11/03 | 1030-11a | Sa :30 \$500.00 | NM
NM | |
| 32 WISN 11/03/12 11/03/12 News Sa 6p-7p Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 6-7PM
<u>Rate</u>
\$550.00 | :30 | NM 1 | \$550,00 |
| 33 WISN 11/04/12 11/04/12 Sun GMA Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 6-7a
<u>Rate</u>
\$400.00 | :30 | NM 1 | \$400.00 |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 7-9am
<u>Rate</u>
\$300.00 | :30 | NM 1 | \$300.00 |
| 35 WISN 11/04/12 11/04/12 Sun 9-930A Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 9-930A
<u>Rate</u>
\$300.00 | :30 | NM 1 | \$300.00 |
| 36 WISN 11/04/12 11/04/12 This Week With Georg Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 930-1030am
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 37 WISN 11/03/12 11/03/12 College Football Gam Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 230p-6p
<u>Rate</u>
\$1,000.00 | :30 | NM 1 | \$1,000.00 |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 530-6p
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| 39 WISN 11/04/12 11/04/12 ELECTION SPECIAL Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | Sun 6-7p
Rate
\$1,200.00 | :30 | NM 1 | \$1,200.00 |
| 40 WISN 11/04/12 11/04/12 Late News 10pm LTC | 10p-1030p | :30 | NM 1 | \$1,500.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



| | Contract / Revis | sion
1 | Alt Order #
06112213 |
|---------------------------------------|------------------|-----------|---|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | Estimate # |
| Advertiser NRSC National Reput | olica | - 1 | iginal Date / Revision
10/24/12 / 10/24/12 |

| *Line Ch Start Date End Date Description | Start/End Time | Spo
Days Length We | | Type | Spots | Amount |
|--|--------------------------------------|-----------------------|---------|------|-------|-------------|
| Start Date End Date Weekdays Spots/Weel Week: 10/29/12 11/04/12 1 1 | <u>Rate</u>
\$1,500.00 | | J 5001. | ,, | | 7 WITOGHT |
| 41 WISN 11/04/12 11/04/12 Late News SU 1030PM <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Weel</u> Week: 10/29/12 11/04/121 1 | 1030p-11p
<u>Kate</u>
\$850.00 | :30 | | NM | 1 | \$850.00 |
| | | T | otals | | 73 | \$51,650.00 |

| Time Period | # of Spots Gross Amount | | Net Amount | | |
|--------------------|-------------------------|-------------|-------------|--|--|
| 10/29/12 -11/06/12 | 73 | \$51,650.00 | \$43,902.50 | | |
| Totals | 73 | \$51,650.00 | \$43,902.50 | | |

| Signature: | Date: | |
|------------|-------|--|
|------------|-------|--|

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (lii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast hereunder is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, an on additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.
- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT

Contract Agreement Between:

WIST
759 I
Milw
(414)

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Rev | <u>vision</u> | | Alt Order # | | | |
|-------------------------|----------------------|--|-----------|--------------|----------------|--|--|
| | 902207 | / 2 | | 06112213 | | | |
| <u>Product</u> | - | | | | | | |
| NRSC | | | | | | | |
| Contract Dates | Estimate # | | | | | | |
| 10/31/12 - 11/06/12 | | | | | | | |
| <u>Advertiser</u> | | | <u>Or</u> | iginal Date | / Revision | | |
| NRSC National Republica | an Senate Cor | mm | 1 | 10/29/12 | / 10/29/12 | | |
| | Billing Cycle | Billing | Cal | endar | Cash/Trade | | |
| | EOM/EOC | Broade | cast | Ł | Cash | | |
| | Station Account Exec | | xecutive | Sales Office | | | |
| | WISN | Will Hi | ildei | orandt | HRP -Washingto | | |
| | Special Hand | ling | | | | | |
| | | | | | | | |
| | Demographic | | | | - | | |
| | Adults 35+ | - | | | | | |
| | | | | | | | |
| | | ļ., | | | | | |
| | IDB# | Advert | iser | r Code | Product Code | | |
| | 9912521 | <u> </u> | | | | | |
| | Agency Ref | | | Advertiser | Ref | | |
| | | | | | | | |

Spots/ *Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount WISN 10/31/12 11/02/12 News M-F 5a 5-6A :30 NM 3 \$750.00 Start Date Weekdays End Date Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$250.00 WISN 11/05/12 11/06/12 News M-F 5a 5-6A :30 NM 2 \$500.00 <u> Start Date</u> End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 2 \$250.00 WISN 10/31/12 11/02/12 News M-F 6a 6-7A :30 NM \$1,500.00 Spots/Week Start Date End Date Weekdays Rate Week: 10/29/12 11/04/12 --WTF--\$500.00 3 WISN 11/05/12 11/06/12 News M-F 6a 6-7A :30 NM \$2,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 MT----4 \$500.00 WISN 10/31/12 11/02/12 Good Morning America 7-9a :30 NM 3 \$1,500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$500.00 WISN 11/05/12 11/06/12 Good Morning America :30 NM \$2,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$500.00 WISN 10/31/12 Good Morning America 11/02/12 7-9a :30 NM 3 \$900.00 Start Date **End Date** <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$300.00 3 WISN 11/05/12 11/06/12 Good Morning America :30 NM 2 \$600.00 Start Date End Date <u>Weekdays</u> Spots/Week <u>Rate</u> Week: 11/05/12 11/11/12 MT----2 \$300.00 WISN 10/31/12 11/02/12 The View 10-11am :30 NM 3 \$900.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$300.00 10 WISN 11/05/12 11/06/12 The View 10-11am :30 NM 2 \$600.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 MT----\$300.00 2 11 WISN 10/31/12 11/02/12 THE CHEW 12P-1P :30 NM 3 \$600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | Contract / Revision | Alt Order # | | |
|---------------------|---------------------|-------------|--|--|
| | 902207 / 2 | 06112213 | | |
| Contract Dates | Product | Estimate # | | |
| 10/31/12 - 11/06/12 | NRSC | | | |

Advertiser Original Date / Revision 10/29/12 / 10/29/12 NRSC National Republica

Spots/ Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount Weekdays Spots/Week Start Date End Date Rate Week: 10/29/12 11/04/12 --WTF--3 \$200.00 12 WISN 11/05/12 11/05/12 THE CHEW 12P-1P :30 NM \$200.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 1 \$200.00 13 WISN 10/31/12 11/02/12 3-4p 3-4p :30 NM 3 \$1,500.00 End Date Weekdays Start Date Spots/Week Rate Week: 10/29/12 11/04/12 --WTF-3 \$500.00 WISN 11/05/12 11/05/12 3-4p :30 NM \$500.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 1-----\$500.00 WISN 10/31/12 11/02/12 DR. OZ 4P-5P :30 NM \$1,650.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$550.00 16 WISN 11/05/12 11/05/12 DR. OZ 4P-5P :30 NM \$550.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$550.00 1 17 WISN 10/31/12 11/02/12 News M-F 5p 5-530pm :30 NM 3 \$2,550.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$850.00 18 WISN 11/05/12 11/05/12 News M-F 5p 5-530pm :30 NM \$850.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 1 \$850.00 19 WISN 10/31/12 11/02/12 News M-F 6p 6-630pm :30 NM 3 \$3,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$1,000.00 News M-F 6p 20 WISN 11/05/12 11/05/12 6-630pm :30 NM \$1,000.00 Start Date Weekdays End Date Spots/Week Rate Week: 11/05/12 11/11/12 \$1,000.00 21 WISN 10/31/12 11/02/12 **Entertainment Tonigh** 630p-7pm :30 NM 3 \$2,400.00 Start Date **End Date** Spots/Week **Weekdays** Rate Week: 10/29/12 11/04/12 --WTF--\$800.00 22 WISN 11/05/12 11/05/12 **Entertainment Tonigh** 630p-7pm :30 NM \$800.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 11/05/12 11/11/12 \$800.00 23 WISN 10/31/12 10-1030p 11/02/12 Late News 10PM LTC :30 NM \$3,000.00 Start Date End Date Spots/Week <u>Weekdays</u> Rate Week: 10/29/12 11/04/12 \$1,500.00 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC 1030p-11p :30 NM \$850.00 Start Date **End Date** Spots/Week <u>Weekdays</u> Rate Week: 10/29/12 11/04/12 ---1---1 \$850.00 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC 1030p-11p :30 NM \$850.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 1 \$850.00 WISN 11/05/12 11/05/12 DWTS Prime Other :30 NM \$5,000.00 Start Date W<u>eekdays</u> **End Date** Spots/Week Rate Week: 11/05/12 11/11/12 1-----1 \$5,000,00 27 WISN 11/05/12 11/05/12 CASTLE Mon 9-10p :30 NM \$3,500,00 Start Date End Date Weekdays Spots/Week Rate

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



Contract / Revision Alt Order # 902207 06112213 Contract Dates Product Estimate # 10/31/12 - 11/06/12 NRSC

Advertiser Original Date / Revision 10/29/12 NRSC National Republica / 10/29/12

| | | Spots/ | | |
|---|---------------------------|-----------------------|-------------|-----------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | <u>Rate</u>
\$3,500.00 | | | |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | Type | |
| 1 WISN 11/05/12-11/11/12 CASTLE | Mon 9-10p | M :30 \$3,500.00 | NM | |
| See MG 27.2 | 54.0 0.7. | | | |
| 2 WISN 11/04/12-11/04/12 America's Funnies Home V → MG for 27.1 11/05 | idiSun 6-7p | St :30 \$3,500.00 | NM | |
| 28 WISN 10/31/12 10/31/12 REVENGE | Wed 9-10p | :30 | NM 1 | £3 800 00 |
| Start Date End Date Weekdays Spots/Week | <u>Rate</u> | .00 | 11111 | \$2,800.00 |
| Week: 10/29/12 11/04/121 1 | \$2,800.00 | | · | |
| 29 WISN 11/03/12 11/03/12 Sat GMA Start Date End Date Weekdays Spots/Week | 6-7a
Rate | :30 | NM 1 | \$500.00 |
| Week: 10/29/12 11/04/121- 1 | \$500.00 | | : | |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a | 7-9am | :30 | NM 1 | \$350.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | Rate | | | 7000.00 |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 | \$350.00 | | | |
| Start Date End Date Weekdays Spots/Week | 5a-530p
Rate | :30 | NM 1 | \$500.00 |
| Week: 10/29/12 11/04/121- 1 | \$500.00 | | | |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 CHRIS MATTHEWS 5-530 | Start/End Time | Weekdays Length Rate | <u>Type</u> | |
| See MG 31.2 | 5a-530p | Sa :30 \$500.00 | NM | |
| 2 WISN 11/04/12-11/04/12 Chris Matthews | 1030-11a | su :30 \$500.00 | NM | |
| | | | | |
| 32 WISN 11/03/12 11/03/12 News Sa 6p-7p | 6-7PM | :30 | NM 1 | \$550.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1- 1 | <u>Rate</u>
\$550.00 | | | |
| 33 WISN 11/04/12 11/04/12 Sun GMA | 6-7a | :30 | NM 1 | \$400.00 |
| Start Date End Date Weekdays Spots/Week | Rate | | | Ψ400.00 |
| Week: 10/29/12 11/04/121 1 | \$400.00 | | | |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a Start Date End Date Weekdays Spots/Week | 7-9am
Rate | :30 | NM 1 | \$300.00 |
| Week: 10/29/12 11/04/121 1 | \$300.00 | | | |
| 35 WISN 11/04/12 11/04/12 Sun 9-930A | 9-930A | :30 | NM 1 | \$300.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | <u>Rate</u>
\$300.00 | | ļ | |
| 36 WISN 11/04/12 11/04/12 This Week With Georg | 930-1030am | .20 | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM 1 | \$850.00 |
| Week: 10/29/12 11/04/121 1 | \$850.00 | | | |
| 37 WISN 11/03/12 11/03/12 College Football Gam | 230p-6p | :30 | NM 1 | \$1,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1- 1 | <u>Rate</u>
\$1,000.00 | | | |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm | 530-6p | :30 | NM 1 | ቁ ደለስ ለስ |
| Start Date End Date Weekdays Spots/Week | Rate | .50 | 17171 | \$500.00 |
| Week: 10/29/12 11/04/121 1 | \$500.00 | | | |
| 39 WISN 11/04/12 11/04/12 ELECTION SPECIAL Start Date End Date Weekdays Spots/Week | Sun 6-7p | :30 | NM 1 | \$1,200.00 |
| Week: 10/29/12 11/04/121 1 | <u>Rate</u>
\$1,200.00 | | | |
| 40 WISN 11/04/12 11/04/12 Late News 10pm LTC | 10p-1030p | :30 | NM 1 | \$1,500.00 |
| | | | • | . , |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, bintly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | Contract / Ro
902207 | evisi
/ | ion
2 | Alt Order #
06112213 | | | |
|---------------------------------------|-------------------------|------------|----------|-------------------------|--|--|--|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | | Estimate # | | | |
| Advertiser NRSC National Repub | | | | ginal Date / Revision | | | |

| *Line Ch Start | Date End Da | ate Description | n | Start/End Time | Days | Spots/
Length Week | Rate | Types | Spots | Amount |
|--|--------------------------------------|--------------------------------------|-------------------------------------|--------------------------------------|------|-----------------------|------|-------|-------|-------------|
| <u>Start Date</u>
Week: 10/29/12 | End Date
11/04/12 | <u>Weekdays</u>
1 | Spots/Week
1 | <u>Rate</u>
\$1,500.00 | | | | | | Allouin |
| 41 WISN 11/04/
Start Date
Week: 10/29/12 | /12 11/04/1:
End Date
11/04/12 | 2 Late News
<u>Weekdays</u>
1 | SU 1030PM
<u>Spots/Week</u>
1 | 1030p-11p
<u>Rate</u>
\$850.00 | | :30 | | NM | 1 | \$850.00 |
| N 42 WISN 11/03/
Start Date
Week: 10/29/12 | /12 11/03/13
End Date
11/04/12 | 2 Sa 458-6a
<u>Weekdays</u>
S- | Spots/Week
1 | 456-6AM
<u>Rate</u>
\$700.00 | | :30 | | NM | 1 | \$700.00 |
| N 43 WISN 11/03/
Start Date
Week: 10/29/12 | /12 11/03/1:
End Date
11/04/12 | 2 ABC Prime
<u>Weekdays</u>
5- | College Footbal
Spots/Week
1 | 7-1030p
<u>Rate</u>
\$2,500.00 | | :30 | | NM | 1 | \$2,500.00 |
| N 44 WISN 11/04/
Start Date
Week: 10/29/12 | | 2 Su 458-6a
<u>Weekdays</u>
5 | Spots/Week
1 | 458-6AM
<u>Rate</u>
\$700.00 | | :30 | | NM | 1 | \$700.00 |
| | | | | | | Totals | 3 | | 76 | \$55,550.00 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|---------------------|------------|--------------|-------------|
| 10/29/12 - 11/06/12 | 76 | \$55,550.00 | \$47,217.50 |
| Totals | 76 | \$55,550.00 | \$47,217.50 |

| Signature: Date: | |
|------------------|--|
|------------------|--|

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on belong; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to retable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political canodates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast he under, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Sincon shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it was to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable" ass" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as resonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) of an additional continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory and time, at no additional charge therefor.

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a preempted announcement was purchased as a single buy or at a fixed (i.e., not a fixed (

Ad commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole; est and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right aspose of all Agency material any time after 60 days following the last broadcast hereunder.

7 INDEMNIFICATION

A concy and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable and may fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency appear Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless. Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

A 3 not and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3. This consequential damages incurred, and provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9 GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

| (b) The Station shall exercise normal precautions in handling of materials and other property furnished by the Agency in connection with broadcasts hereunder, connection with broadcasts except after its prior approval. | f property and mail, but assumes no liability for loss or damage to program or commercia
The Station will not accept or process mail, correspondence, or telephone calls in |
|--|--|
|--|--|

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment tunless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within add asys after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face here :
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Rev | <u>vision</u> | | Alt Order # | |
|-------------------------|----------------|---------------|------|-------------|---------------|
| | 902207 | / 3 | | 06112213 | |
| Product | | | | · | |
| NRSC | | | | | |
| Contract Dates | Estimate # | | | | |
| 10/31/12 - 11/06/12 | | | | | |
| <u>Advertiser</u> | | | Or | iginal Date | / Revision |
| NRSC National Republica | an Senate Cor | mm | 1 | 10/31/12 | / 10/31/12 |
| | Billing Cycle | Billing | Cal | endar | Cash/Trade |
| | EOM/EOC | Broad | cast | : | Cash |
| | <u>Station</u> | Accou | nt E | xecutive | Sales Office |
| | WISN | Will Hi | ldel | orandt | HRP -Washingt |
| | Special Hand | ling | | | |
| | | | | | |
| | Demographic | | | | |
| | Adults 35+ | | | | |
| | | | | | |
| | | | | | |
| | IDB# | Advert | iser | Code | Product Code |
| | 9912521 | | | | |
| | Agency Ref | | | Advertiser | Ref |

Spots/ *Line Ch Start Date End Date Description Start/End Time Length Week Days Rate Type Spots Amount WISN 10/31/12 11/02/12 News M-F 5a 5-6A :30 NM 3 \$750.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 \$250.00 --WTF--WISN 11/05/12 11/06/12 News M-F 5a 5-6A :30 NM 2 \$500.00 Start Date End Date Spots/Week Weekdays Rate Week: 11/05/12 11/11/12 MT----\$250.00 WISN 10/31/12 11/02/12 News M-F 6a :30 NM 3 \$1,500.00 Start Date End Date Weekdays Spots/Week Rate 10/29/12 11/04/12 --WTF--\$500.00 WISN 11/05/12 11/06/12 News M-F 6a 6-7A :30 NM \$2,000.00 Start Date **End Date** Weekdays 1 4 1 Spots/Week Rate Week: 11/05/12 11/11/12 MT----\$500.00 4 WISN 10/31/12 11/02/12 Good Morning America 7-9a :30 NM 3 \$1,500.00 Weekdays Start Date End Date Spots/Week Rate Week: 10/29/12 11/04/12 \$500.00 --WTF--3 WISN 11/05/12 11/06/12 Good Morning America :30 NM \$2,000.00 Start Date End Date Spots/Week Weekdays Rate Week: 11/05/12 11/11/12 MT----4 \$500.00 WISN 10/31/12 11/02/12 Good Morning America :30 NM 3 \$900.00 Start Date **End Date** Weekdays 1 4 1 Spots/Week Rate Week: 10/29/12 11/04/12 \$300.00 WISN 11/05/12 Good Morning America 11/06/12 7-9a :30 NM 2 \$600.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$300.00 MT----2 WISN 10/31/12 11/02/12 The View 10-11am :30 NM. 3 \$900.00 Weekdays Start Date End Date Spots/Week Rate Week: 10/29/12 11/04/12 -WTF--3 \$300.00 10 WISN 11/05/12 11/06/12 The View 10-11am :30 NM 2 \$600.00 Start Date End Date Spots/Week Weekdays Rate Week: 11/05/12 11/11/12 \$300.00 11 WISN 10/31/12 11/02/12 THE CHEW 12P-1P NM :30 3 \$600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



Contract / Revision Alt Order # 902207 06112213

Contract Dates Product Estimate # NRSC 10/31/12 - 11/06/12

Advertiser Original Date / Revision 10/31/12 / 10/31/12 NRSC National Republica

| | | Spots/ | | | |
|---|--|---|--------------------------------|------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | TypeSp | oots | Amount |
| Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12WTF3 | <u>Rate</u>
\$200.00 | | | | |
| 12 WISN 11/05/12 11/05/12 THE CHEW Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 12P-1P
<u>Rate</u>
\$200.00 | :30 | NM | 1 | \$200.00 |
| 13 WISN 10/31/12 11/02/12 3-4p Start Date | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 3 | \$1,500.00 |
| 14 WISN 11/05/12 11/05/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 1 | \$500.00 |
| 15 WISN 10/31/12 11/02/12 DR. OZ Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 3 | \$1,650.00 |
| 16 WISN 11/05/12 11/05/12 DR. OZ Start Date | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 1 | \$550.00 |
| 17 WISN 10/31/12 11/02/12 News M-F 5p Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 3 | \$2,550.00 |
| 18 WISN 11/05/12 11/05/12 News M-F 5p Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| N 19 WISN 10/31/12 11/02/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 Spot Ch Date Range Description 2 WISN 10/29/12-11/04/12 News M-F 6p | 6-630pm
<u>Rate</u>
\$1,000.00
<u>Start/End Time</u>
6-630pm | :30 <u>Weekdays Length Rate</u> wThF :30 \$1,000.00 | NM
<u>Type</u>
<i>NM</i> | 2 | \$2,000.00 |
| Credited 20 WISN 11/05/12 11/05/12 News M-F 6p | 6-630pm | :30 | NM | 1 | \$1,000,00 |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | Rate
\$1,000.00 | .30 | NIVI | ' | \$1,000.00 |
| 21 WISN 10/31/12 11/02/12 Entertainment Tonigh Start Date | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 3 | \$2,400.00 |
| 22 WISN 11/05/12 11/05/12 Entertainment Tonigh Start Date | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 1 | \$800.00 |
| 23 WISN 10/31/12 11/02/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12W-F 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM | 2 | \$3,000.00 |
| 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 26 WISN 11/05/12 11/05/12 DWTS Start Date End Date Weekdays Spots/Week | Prime Other
<u>Rate</u> | :30 | NM | 1 | \$5,000.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

| 902207 | 1 | 3 | 06112213 |
|--------|---|---|----------|
| 00 | | | 00112210 |
|
l | | | I |

Contract Dates <u>Product</u> Estimate # NRSC 10/31/12 - 11/06/12

<u>Advertiser</u> Original Date / Revision 10/31/12 / 10/31/12 NRSC National Republica

| | | Spots/ | | |
|--|---|---|--------------------------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | <u>Rate</u>
\$5,000.00 | | • | |
| 27 WISN 11/05/12 11/05/12 CASTLE Start Date | Mon 9-10p
<u>Rate</u>
\$3,500.00 | :30 | NM 1 | \$3,500.00 |
| Spot Ch Date Range Description 1 WISN 11/05/12-11/11/12 CASTLE | Start/End Time
Mon 9-10p | Weekdays Length Rate M :30 \$3,500.00 | <u>Type</u>
<i>NM</i> | |
| See MG 27.2 2 WISN 11/04/12-11/04/12 America's Funnies Home V | ʻidıSun 6-7p | St :30 \$3,500.00 | NM | |
| 28 WISN 10/31/12 10/31/12 REVENGE Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | Wed 9-10p
<u>Rate</u>
\$2,800.00 | :30 | NM 1 | \$2,800.00 |
| 29 WISN 11/03/12 11/03/12 Sat GMA Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 6-7a
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121- 1 | 7-9am
<u>Rate</u>
\$350.00 | :30 | NM 1 | \$350.00 |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 Start Date | 5a-530p
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 CHRIS MATTHEWS 5-530 See MG 31.2 | Start/End Time
5a-530p | Weekdays Length Rate Sa :30 \$500.00 | <u>Type</u>
<i>NM</i> | |
| 2 WISN 11/04/12-11/04/12 Chris Matthews MG for 31.1 11/03 | 1030-11a | Si :30 \$500.00 | NM | |
| 32 WISN 11/03/12 11/03/12 News Sa 6p-7p Start Date | 6-7PM
<u>Rate</u>
\$550.00 | :30 | NM 1 | \$550.00 |
| 33 WISN 11/04/12 11/04/12 Sun GMA Start Date | 6-7a
<u>Rate</u>
\$400.00 | :30 | NM 1 | \$400.00 |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 7-9am
<u>Rate</u>
\$300.00 | :30 | NM 1 | \$300.00 |
| 35 WISN 11/04/12 11/04/12 Sun 9-930A Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 9-930A
Rate | :30 | NM 1 | \$300.00 |
| Week: 10/29/12 11/04/12 1 1 36 WISN 11/04/12 11/04/12 This Week With Georg Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | \$300.00
930-1030am
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 37 WISN 11/03/12 11/03/12 College Football Gam Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 230p-6p
<u>Rate</u>
\$1,000.00 | :30 | NM 1 | \$1,000.00 |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 530-6p
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| 39 WISN 11/04/12 11/04/12 ELECTION SPECIAL | Sun 6-7p | :30 | NM 1 | \$1,200.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

10/31/12 / 10/31/12

75

\$54,550.00



| | Contract / Revision | Alt Order # | | |
|---------------------|---------------------|-------------------------|--|--|
| | 902207 / 3 | 06112213 | | |
| Contract Dates | Product | Estimate # | | |
| 10/31/12 - 11/06/12 | NRSC | | | |
| Advertiser | <u>[0</u> | riginal Date / Revision | | |

Totals

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | Туре | Spots | Amount |
|--|--|---------------------------------|------|-------|------------|
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | <u>Rate</u>
\$1,200.00 | | | | <u></u> |
| 40 WISN 11/04/12 11/04/12 Late News 10pm LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | 10p-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM | 1 | \$1,500.00 |
| 41 WISN 11/04/12 11/04/12 Late News SU 1030PM <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | ММ | 1 | \$850.00 |
| 42 WISN 11/03/12 11/03/12 Sa 458-6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12S- 1 | 456-6AM
<u>Rate</u>
\$700.00 | :30 | NM | 1 | \$700.00 |
| 43 WISN 11/03/12 11/03/12 ABC Prime College Footbal Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S- 1 | 7-1030p
<u>Rate</u>
\$2,500.00 | :30 | MM | 1 | \$2,500.00 |
| 44 WISN 11/04/12 11/04/12 Su 458-6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12S 1 | 458-6AM
<u>Rate</u>
\$700.00 | :30 | NM | 1 | \$700.00 |

NRSC National Republica

| Time Period | # of Spots Gross Amount | | Net Amount | |
|--------------------|-------------------------|-------------|-------------|--|
| 10/29/12 -11/06/12 | 75 | \$54,550.00 | \$46,367.50 | |
| Totals | 75 | \$54,550.00 | \$46,367.50 | |

| Signature: | | Date: | |
|------------|--|-------|--|
| _ | | | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station falls to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

| (b) | The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial |
|----------------------------------|--|
| materials and other property fur | mished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in |
| connection with broadcasts exc | ept after its prior approval. |

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to he media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | 0 | | | 1 | |
|-------------------------|-----------------|-------------|------|--------------|---------------|
| | Contract / Re | vision | | Alt Order # | # |
| | 902207 | / 4 | | 06112213 | |
| Product | | | | <u> </u> | |
| NRSC | | | | | |
| Contract Dates | Estimate # | | - | | |
| 10/31/12 - 11/06/12 | | | | | |
| <u>Advertiser</u> | | | Or | iginal Date | / Revision |
| NRSC National Republica | | | 1 | 11/01/12 | / 11/01/12 |
| | Billing Cycle | Billing | Cal | <u>endar</u> | Cash/Trade |
| | EOM/EOC | Broado | | | Cash |
| | Station | Accour | nt E | xecutive | Sales Office |
| | WISN | Will Hil | ldeb | randt | HRP -Washingt |
| | Special Handl | ing | | | |
| | Demographic | | | | |
| į į | Adults 35+ | | | | |
| | Aguits 55# | | | | |
| | | 1 | | | |
| Ļ | | <u> </u> | | | |
| ľ | IDB#
0013531 | Advertis | ser | Code | Product Code |
| L | 9912521 | <u> </u> | | | |
| - | Agency Ref | | | Advertiser | <u>Ref</u> |

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | Type Spots | Amount |
|---|------------------------------------|---------------------------------|------------|------------|
| 1 WISN 10/31/12 11/02/12 News M-F 5a <u>Start Date End Date Weekdays Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 3 | \$750.00 |
| 2 WISN 11/05/12 11/06/12 News M-F 5a Start Date | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 2 | \$500.00 |
| 3 WISN 10/31/12 11/02/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 4 WISN 11/05/12 11/06/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 4 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 4 | \$2,000.00 |
| 5 WISN 10/31/12 11/02/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 7-9a
<u>Rate</u>
\$500,00 | :30 | NM 3 | \$1,500.00 |
| 6 WISN 11/05/12 11/06/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 4 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 4 | \$2,000.00 |
| 7 WISN 10/31/12 11/02/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 7-9a
<u>Rate</u>
\$300.00 | :30 | NM 3 | \$900.00 |
| 8 WISN 11/05/12 11/06/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 2 | 7-9a
<u>Rate</u>
\$300.00 | :30 | NM 2 | \$600.00 |
| 9 WISN 10/31/12 11/02/12 The View Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM 3 | \$900.00 |
| 10 WISN 11/05/12 11/05/12 The View Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM 2 | \$600.00 |
| 11 WISN 10/31/12 11/02/12 THE CHEW | 12P-1P | :30 | NM 3 | \$600.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



| | Contract / Revisi
902207 / | ion
4 | Alt Order #
06112213 | |
|---------------------------------------|-------------------------------|----------|---|--|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | Estimate # | |
| Advertiser NRSC National Repub | lica | | iginal Date / Revision
11/01/12 / 11/01/12 | |

| | | | | , | 1101112 |
|--|---------------------------|--|---------------------------------------|--------|-----------------|
| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | TypeS | enote: | Λ |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12wtF 3 | Rate | - Jo - Longar Wook Nate | rypes | pputs | Amount |
| Week: 10/29/12 11/04/12WTF 3 12 WISN 11/05/12 11/05/12 THE CHEW | \$200.00 | | | | |
| Start Date End Date Weekdays Spots/Week | 12P-1P
<u>R</u> ate | :30 | NM | 1 | \$200.00 |
| Week: 11/05/12 11/11/12 1 1 | \$200.00 | | | | |
| 13 WISN 10/31/12 11/02/12 3-4p Start Date End Date Weekdays Spots/Week | 3-4p | :30 | NM | 3 | \$1,500.00 |
| Week: 10/29/12 | <u>Rate</u>
\$500.00 | | | - | + -,000.00 |
| 14 WISN 11/05/12 11/05/12 3-4p | 3-4p | :30 | NM | 1 | 8500.00 |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | <u>Rate</u>
\$500.00 | | LATAL | 1 | \$500.00 |
| 15 WISN 10/31/12 11/02/12 DR. OZ | 4P-5P | 120 | | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM | 3 | \$1,650.00 |
| | \$550.00 | | | | |
| Start Date End Date Weekdays Spots/Meek | 4P-5P
Rate | :30 | NM | 1 | \$550.00 |
| Week: 11/05/12 11/11/12 1 1 | \$550.00 | | | | |
| 17 WISN 10/31/12 11/02/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> Spots/Week | 5-530pm | :30 | NM | 3 | \$2,550.00 |
| Week: 10/29/12 End Date Weekdays Spots/Week 11/04/12WTF 3 | <u>Rate</u>
\$850.00 | | | - | ,-00.00 |
| 18 WISN 11/05/12 11/05/12 News M-F 5p | 5-530pm | :30 | NM | 4 | ው ውም ል - |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | <u>Rate</u> | | IAIAI | 1 | \$850.00 |
| N 19 WISN 10/31/12 11/02/12 News M-F 6p | \$850.00
6-630pm | | | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM | 1 | \$1,000.00 |
| Week: 10/29/12 | \$1,000.00 | | | | |
| 1 WISN 10/29/12-11/04/12 News M-F 6p | Start/End Time
6-630pm | <u>Weekdays Length Rate</u>
WThF :30 \$1,000.00 | <u>Type</u> | | |
| See MG 41.2,41.3,41.4,41.5,41.6 | • | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | NM | | |
| 2 WISN 10/29/12-11/04/12 News M-F 6p
Credited | 6-630pm | WThF :30 \$1,000.00 | NM | | |
| 20 WISN 11/05/12 11/05/12 News M-F 6p | 6-630pm | :30 | 3104 | | 04.0==== |
| Start Date End Date Weekdays Spots/Week | <u>Rate</u> | .50 | NM | 1 | \$1,000.00 |
| 21 WISN 10/31/12 11/02/12 Entertainment Tonigh | \$1,000.00 | | | | |
| Start Date End Date Weekdays Spots/Week | 630p-7pm
<u>R</u> ate | :30 | NM | 3 | \$2,400.00 |
| Week: 10/29/12 11/04/12WTF 3 | \$800.00 | | | | |
| 22 WISN 11/05/12 11/05/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week | 630p-7pm | :30 | NM | 1 | \$800.00 |
| vveek, 17/05/12 11/11/12 1 1 | <u>Rate</u>
\$800.00 | | | | |
| 23 WISN 10/31/12 11/02/12 Late News 10PM LTC | 10-1030p | :30 | NM | 2 | \$3,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 W-F 2 | <u>Rate</u>
\$1,500.00 | | . 4141 | ۷. | φ3,000.00 |
| 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC | 1030p-11p | •30 | | | |
| Start Date End Date Weekdays Spots/Week | <u>Rate</u> | :30 | NM | 1 | \$850,00 |
| Week: 10/29/12 11/04/121 1 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC | \$850.00 | ************************************** | · · · · · · · · · · · · · · · · · · · | | |
| Start Date End Date Weekdays Snots/Meek | 1030p-11p
Rate | :30 | NM | 1 | \$850.00 |
| Week: 11/05/12 11/11/12 1 1 | \$850.00 | | | | |
| | | | | | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearet talavision includes not discriminate in the sale of advertising time, and will possed as advertising which is pleased with as intent to discriminate on the basic of race or althorisity. Advertising based on the basic of race or althorisity. Advertising based on the basic of race or althorisity.

Specifies.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



| | Contract / Revisi
902207 / | <u>on</u>
4 | Alt Order #
06112213 | |
|---------------------------------------|-------------------------------|----------------|---|---|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | Estimate # | Ī |
| Advertiser
NRSC National Repub | lica | - 1 | iginal Date / Revision
11/01/12 / 11/01/12 | |

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | T 0 / | _ |
|---|--|--|--------------------------|------------|
| Start Date End Date Weekdays Spots/Week | Rate | Days Length Week Rate | Type Spots | Amount |
| 26 WISN 11/05/12 11/05/12 DWTS Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | Prime Other Rate \$5,000.00 | :30 | NM 1 | \$5,000.00 |
| 27 WISN 11/05/12 11/05/12 CASTLE Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | Mon 9-10p
<u>Rate</u>
\$3,500.00 | :30 | NM 1 | \$3,500.00 |
| Spot Ch Date Range Description 1 WISN 11/05/12-11/11/12 CASTLE See MG 27.2 | Start/End Time
Mon 9-10p | <u>Weekdaγs</u> <u>Length</u> <u>Rate</u>
M :30 \$3,500.00 | <u>Type</u>
NM | |
| 2 WISN 11/04/12-11/04/12 America's Funnies Home V MG for 27.1 11/05 | id:Sun 6-7p | SL :30 \$3,500.00 | NM | |
| N 28 WISN 10/31/12 10/31/12 REVENGE Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | Wed 9-10p
<u>Rate</u>
\$2,800.00 | :30 | NM 0 | \$0.00 |
| <u>Spot Ch Date Range Description</u> 1 WISN 10/29/12-11/04/12 REVENGE See MG 41.2,41.3,41.4,41.5,41.6 | Start/End Time
Wed 9-10p | Weekdays Length Rate w :30 \$2,800.00 | <u>Type</u>
NM | |
| 29 WISN 11/03/12 11/03/12 Sat GMA Start Date | 6-7a
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121- 1 | 7-9am
<u>Rate</u>
\$350.00 | :30 | NM 1 | \$350.00 |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 5a-530p
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 CHRIS MATTHEWS 5-530 See MG 31.2 | Start/End Time
5a-530p | Weekdays Length Rate Sa :30 \$500.00 | <u>Type</u>
<i>NM</i> | |
| 2 WISN 11/04/12-11/04/12 Chris Matthews | 1030-11a | St :30 \$500.00 | NM | |
| 32 WISN 11/03/12 11/03/12 News Sa 6p-7p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121- 1 | 6-7PM
<u>Rate</u>
\$550.00 | :30 | NM 1 | \$550.00 |
| 33 WISN 11/04/12 11/04/12 Sun GMA Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 6-7a
<u>Rate</u>
\$400.00 | :30 | NM 1 | \$400.00 |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | 7-9am
<u>Rate</u>
\$300.00 | :30 | NM 1 | \$300.00 |
| 35 WISN 11/04/12 11/04/12 Sun 9-930A Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 9-930A
<u>Rate</u>
\$300.00 | :30 | NM 1 | \$300.00 |
| 36 WISN 11/04/12 11/04/12 This Week With Georg Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | 930-1030am
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 37 WISN 11/03/12 11/03/12 College Football Gam Start Date End Date Weekdays Spots/Week | 230p-6p
<u>Rate</u> | :30 | NM 1 | \$1,000.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc. does not discriminate in the sale of advertision time, and will accept a discriminate in the sale of advertision time.

Specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



Contract / Revision Alt Order# 902207 7 06112213 Contract Dates Product Estimate # 10/31/12 - 11/06/12 NRSC Advertiser Original Date / Revision 11/01/12 / 11/01/12 NRSC National Republica

Totals

76

\$54,550.00

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | Tuno C | | ^ . |
|--|---------------------------|---------------------------------|--------------|------|------------------|
| Start Date End Date Weekdays Spots/Week | Rate | Days Length Week Rate | Type S | oots | Amount |
| Week: 10/29/12 11/04/121- 1 | \$1,000.00 | | | | |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm Start Date End Date Weekdays Spots/Week | 530-6p | :30 | NM | 1 | \$500.00 |
| Week: 10/29/12 11/04/121 1 | <u>Rate</u>
\$500.00 | | | | |
| N 39 WISN 11/04/12 11/04/12 ELECTION SPECIAL | Sun 6-7p | :30 | NM | 0 | \$0.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | <u>Rate</u>
\$1,200.00 | | | _ | Ψ0.00 |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | <u>Ty</u> pe | | |
| 1 WISN 10/29/12-11/04/12 ELECTION SPECIAL | Sun 6-7p | | NM | | |
| See MG 41.2,41.3,41.4,41.5,41.6 40 WISN 11/04/12 11/04/12 Late News 10pm LTC | 40 4000 | | | | |
| Start Date End Date Weekdays Spots/Week | 10p-1030p
Rate | :30 | NM | 1 | \$1,500.00 |
| Week: 10/29/12 11/04/121 1 | \$1,500.00 | | | | |
| N 41 WISN 11/04/12 11/04/12 Late News SU 1030PM Start Date End Date Weekdays Snots/Week | 1030p-11p | :30 | NM | 5 | \$5,850.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | <u>Rate</u>
\$850.00 | | | | , -, - 0 0 1 0 5 |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | Type | | |
| 1 WISN 10/29/12-11/04/12 Late News SU 1030PM | 1030p-11p | St :30 \$850.00 | NM | | |
| See MG 41.2,41.3,41.4,41.5,41.6
2 WISN 11/02/12-11/02/12 Late News 1030PM | 1030p-11p | | | | |
| ⊕ MG for 19.1,39.1,28.1,41.1 | • | F :30 \$2,000.00 | NM | | |
| 3 WISN 11/02/12-11/02/12 LIVE WITH KELLY & MICH, ⊕ MG for 19.1,39.1,28.1,41.1 | Al9-10am | F :30 \$1,000.00 | NM | | |
| 4 WISN 11/02/12-11/02/12 ANDERSON COOPER | M-F 11A-12P | F :30 \$500.00 | | | |
| (h) MG for 19.1,39.1,28.1,41.1 | W-1 11/A-125 | F :30 \$500.00 | NM | | |
| 5 WISN 11/03/12-11/03/12 News Sat 7-9a
⊕ MG for 19.1,39.1,28.1,41.1 | 7-9am | Sa :30 \$750.00 | NM | | |
| 6 WISN 11/03/12-11/03/12 Late News Sa 10pm | 10-1035p | Sa :30 \$1,600,00 | | | |
| → MG for 19.1,39.1,28.1,41.1 | 10-1000р | Sa :30 \$1,600.00 | NM | | |
| 42 WISN 11/03/12 11/03/12 Sa 458-6a | 456-6AM | :30 | NM | 1 | \$700.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S- 1 | <u>Rate</u>
\$700.00 | | | , | Ψ7 00.00 |
| 43 WISN 11/03/12 11/03/12 ABC Prime College Footbal | | •20 | | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM | 1 | \$2,500.00 |
| Week: 10/29/12 11/04/12S- 1 | \$2,500.00 | | | | |
| 44 WISN 11/04/12 11/04/12 Su 458-6a Start Date End Date Weekdays Spots/Week | 458-6AM | :30 | NM | 1 | \$700.00 |
| Week: 10/29/12 11/04/125 1 | <u>Rate</u>
\$700.00 | | | | |
| | | | | | |

Time Period # of Spots **Gross Amount** Net Amount 10/29/12 -11/06/12 76 \$54,550.00 \$46,367.50 Totals 76 \$54,550.00 \$46,367.50

| Signature: | Date: | |
|------------|-------|--|
|------------|-------|--|

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | Contract / Re
902207 | _ | <u>n</u>
4 | Alt Order #
06112213 |
|---------------------------------------|-------------------------|---|---------------|---|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | | Estimate # |
| Advertiser NRSC National Republica | | | | iginal Date / Revision
11/01/12 / 11/01/12 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. **BILLING AND PAYMENTS**

- Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. **TERMINATION**

- Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract, it
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. **PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. **GENERAL**

Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the (a)

face hereof.

| (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in |
|--|
| (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof |

unless and until Agency rails to timely remit payment or becomes insolvent. Advertiser snall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be

Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on

This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

> [For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

Start Date

11 WISN 10/31/12

Week: 11/05/12

End Date

11/11/12

11/02/12

Weekdays

THE CHEW

MT----

Spots/Week

2

CONTRACT



And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Rev | vision | | Alt Order # | É |
|-------------------------|--------------------|-----------|-------|---|---------------|
| | 902207 | / 5 | | 06112213 | |
| Product | | | | | |
| NRSC | | | | | |
| Contract Dates | Estimate # | | | | . , |
| 10/31/12 - 11/06/12 | | | | | |
| <u>Advertiser</u> | | | Ori | iginal Date | / Revision |
| NRSC National Republica | ın Senate Cor | nm | 1 | 11/05/12 | / 11/05/12 |
| | Billing Cycle | Billing | Cal | endar | Cash/Trade |
| | EOM/EOC | Broadcast | | | Cash |
| | Station | Accou | nt E | xecutive | Sales Office |
| | WISN | Will Hi | ildeb | orandt | HRP -Washingt |
| 3 | Special Handl | ling | | | 1 |
| | | | | | |
| | <u>Demographic</u> | | | | |
| | Adults 35+ | | | | |
| | | | | *************************************** | |
| | : | | | | |
| | IDB# | Advert | iser | Code | Product Code |
| | 9912521 | | | | |
| | Agency Ref | | | Advertiser | Ref |
| | I | | | | |

Spots/

:30

NM

3

\$600.00

*Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount WISN 10/31/12 11/02/12 News M-F 5a 5-6A NM 3 \$750.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 -WTF--\$250.00 WISN 11/05/12 11/06/12 News M-F 5a 5-6A :30 NM 2 \$500.00 Start Date Spots/Week **End Date** <u>Weekdays</u> Rate Week: 11/05/12 11/11/12 MT----\$250.00 WISN 10/31/12 11/02/12 News M-F 6a 6-7A :30 NM 3 \$1,500.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$500.00 WISN 11/05/12 11/06/12 News M-F 6a 6-7A :30 NM \$2,000.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 11/05/12 11/11/12 \$500.00 4 WISN 10/31/12 Good Morning America 11/02/12 7-9a :30 NM 3 \$1,500.00 Start Date **End Date** Spots/Week Weekdays <u>Rate</u> Week: 10/29/12 11/04/12 --WTF--3 \$500.00 WISN 11/05/12 11/06/12 Good Morning America 7-9a :30 NM \$2,000.00 Start Date End Date Weekdays Spots/Week <u>Rate</u> Week: 11/05/12 11/11/12 MT----\$500.00 WISN 10/31/12 11/02/12 Good Morning America 7-9a :30 NM 3 \$900.00 Start Date End Date <u>Weekdays</u> Spots/Week <u>Rate</u> Week: 10/29/12 11/04/12 --WTF--\$300.00 WISN 11/05/12 11/06/12 Good Morning America 7-9a :30 NM 2 \$600.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 2 \$300.00 WISN 10/31/12 11/02/12 The View 10-11am :30 NM 3 \$900.00 Start Date End Date **Weekdays** Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$300.00 10 WISN 11/05/12 11/06/12 The View 10-11am :30 NM 2 \$600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Rate

\$300.00

12P-1P

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict when above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | Contract / Revision
902207 / | <u>Alt Order #</u>
5 06112213 |
|---------------------------------------|---------------------------------|---|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | Estimate # |
| Advertiser
NRSC National Repub | | Original Date / Revision
11/05/12 / 11/05/12 |

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | TypeS | note | A |
|---|---|---|--------------------------|------|------------|
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 wTF 3 | Rate | Tale Trace | Турез | ppus | Amount |
| 12 WISN 11/05/12 11/05/12 THE CHEW Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | \$200.00
12P-1P
<u>Rate</u>
\$200.00 | :30 | NM | 1 | \$200.00 |
| 13 WISN 10/31/12 11/02/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 3 | \$1,500.00 |
| 14 WISN 11/05/12 11/05/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 1 | \$500.00 |
| 15 WISN 10/31/12 11/02/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 3 | \$1,650.00 |
| 16 WISN 11/05/12 11/05/12 DR. OZ Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 1 | \$550.00 |
| 17 WISN 10/31/12 11/02/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 3 | \$2,550.00 |
| 18 WISN 11/05/12 11/05/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 19 WISN 10/31/12 11/02/12 News M-F 6p Start Date | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM | 1 | \$1,000.00 |
| <u>Spot Ch Date Range Description</u> 1 WISN 10/29/12-11/04/12 News M-F 6p See MG 41.2,41.3,41.4,41.5,41.6 | Start/End Time
6-630pm | Weekdays Length Rate wThF :30 \$1,000.00 | <u>Type</u>
<i>NM</i> | | |
| 2 WISN 10/29/12-11/04/12 News M-F 6p
Credited | 6-630pm | WThF :30 \$4,000.00 | NM | | |
| 20 WISN 11/05/12 11/05/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM | 1 | \$1,000.00 |
| 21 WISN 10/31/12 11/02/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 3 | \$2,400.00 |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 1 | \$800.00 |
| 23 WISN 10/31/12 11/02/12 Late News 10PM LTC Start Date | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM | 2 | \$3,000.00 |
| 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



Contract / Revision Alt Order# 902207 / 5 06112213 **Contract Dates** Product Estimate # 10/31/12 - 11/06/12 NRSC <u>Advertiser</u> Original Date / Revision NRSC National Republica 11/05/12 / 11/05/12

| *Line Ch Start Date End Date Description | 044/547 | Spots/ | | |
|---|---------------------------|----------------------------|--------------------------|-----------------|
| Start Date End Date Weekdays Spots/Week | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| 26 WISN 11/05/12 11/05/12 DWTS | Rate
Prime Other | .20 | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM 1 | \$5,000.00 |
| Week: 11/05/12 11/11/12 1 1 | \$5,000.00 | | | |
| 27 WISN 11/05/12 11/05/12 CASTLE Start Date End Date Weekdays Spots/Week | Mon 9-10p | :30 | NM 1 | \$3,500.00 |
| Week: 11/05/12 | <u>Rate</u>
\$3,500.00 | | | , , , , , , , , |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | Туре | |
| 1 WISN 11/05/12-11/11/12 CASTLE
See MG 27.2 | Mon 9-10p | M :30 \$3,500.00 | NM | |
| 2 WISN 11/04/12-11/04/12 America's Funnies Home \ | /idiSun 6-7n | St :30 \$3,500,00 | | |
| <u></u> 例 MG for 27.1 11/05 | incom o i p | Si :30 \$3,500.00 | NM | |
| 28 WISN 10/31/12 10/31/12 REVENGE | Wed 9-10p | :30 | NM 0 | \$0.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | <u>Rate</u>
\$2,800.00 | | | φ0.00 |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | Tuna | |
| 1 WISN 10/29/12-11/04/12 REVENGE | Wed 9-10p | W :30 \$2,800.00 | <u>Type</u>
<i>NM</i> | |
| See MG 41.2,41.3,41.4,41.5,41.6 29 WISN 11/03/12 11/03/12 Sat GMA | | | | |
| 29 WISN 11/03/12 11/03/12 Sat GMA Start Date End Date Weekdays Spots/Week | 6-7a
<u>Rate</u> | :30 | NM 1 | \$500.00 |
| Week: 10/29/12 11/04/121 1 | \$500.00 | | | |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a | 7-9am | :30 | NM 1 | \$350.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1- 1 | <u>Rate</u>
\$350.00 | | , | Ψ550.00 |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 | | | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM 1 | \$500.00 |
| Week: 10/29/12 11/04/121- 1 Spot Ch Date Range Description | \$500.00 | | | |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 CHRIS MATTHEWS 5-530 | Start/End Time
5a-530p | Weekdays Length Rate | <u>Type</u> | |
| See MG 31.2 | <i>0а-000р</i> | Sa :30 \$500.00 | NM | |
| 2 WISN 11/04/12-11/04/12 Chris Matthews | 1030-11a | St :30 \$500.00 | NM | |
| MG for 31.1 11/03N 32 WISN 11/03/12 11/03/12 News Sa 6p-7p | | | | |
| Start Date End Date Weekdays Spots/Week | 6-7PM
<u>Rate</u> | :30 | NM 1 | \$550.00 |
| Week: 10/29/12 11/04/121- 1 | \$550.00 | | | |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 News Sa 6p-7p | Start/End Time | Weekdays Length Rate | <u>Type</u> | |
| See MG 32.2 | 6-7PM | Sa :30 \$550.00 | NM | |
| 2 WISN 11/04/12-11/04/12 News Sun 7-9a | 7-9am | St :30 \$550.00 | NM | |
| ⊕ MG for 32.1 11/03 | | | . A.W. | |
| 33 WISN 11/04/12 11/04/12 Sun GMA Start Date End Date Weekdays Spots/Week | 6-7a | :30 | NM 1 | \$400.00 |
| Week: 10/29/12 End Date Weekdays Spots/Week | <u>Rate</u>
\$400.00 | | | |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a | 7-9am | :30 |
NM 1 | #202 aa |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>
Week: 10/29/12 11/04/121 1 | <u>Rate</u> | | NM 1 | \$300.00 |
| | \$300.00 | | | |
| Start Date End Date Weekdays Spots/Week | 9-930A
<u>Rate</u> | :30 | NM 1 | \$300.00 |
| Week: 10/29/12 11/04/121 1 | \$300.00 | | | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



Contract / Revision Alt Order# 902207 7 06112213 **Contract Dates** Product Estimate # 10/31/12 - 11/06/12 NRSC <u>Advertiser</u> Original Date / Revision NRSC National Republica 11/05/12 / 11/05/12

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | T 0 | | |
|--|---------------------------|---|-------------|---|------------|
| 36 WISN 11/04/12 11/04/12 This Week With Georg | 930-1030am | Days Length Week Rate | TypeS | | Amount |
| Start Date | Rate | .50 | NM | 1 | \$850.00 |
| Week: 10/29/12 11/04/121 1 | \$850.00 | | | | |
| 37 WISN 11/03/12 11/03/12 College Football Gam Start Date End Date Weekdays Spots/Week | 230p-6p | :30 | NM | 1 | \$1,000.00 |
| Week: 10/29/12 11/04/12 Weekdays Spots/Week | <u>Rate</u>
\$1,000.00 | | | | - |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm | 530-6p | :30 | NM | 1 | \$500.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | Rate | | | • | Ψ500.00 |
| 39 WISN 11/04/12 11/04/12 ELECTION SPECIAL | \$500.00 | | | | |
| Start Date End Date Weekdays Spots/Week | Sun 6-7p
Rate | :30 | NM | 0 | \$0.00 |
| Week: 10/29/12 11/04/121 1 | \$1,200.00 | | | | |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 ELECTION SPECIAL | Start/End Time | <u>Weekdays</u> <u>Length</u> <u>Rate</u> | <u>Type</u> | | |
| See MG 41.2,41.3,41.4,41.5,41.6 | Sun 6-7p | Si :30 \$ 1,200.00 | NM | | |
| 40 WISN 11/04/12 11/04/12 Late News 10pm LTC | 10p-1030p | .20 | | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM | 1 | \$1,500.00 |
| Week: 10/29/12 11/04/121 1 | \$1,500.00 | | | | |
| 41 WISN 11/04/12 11/04/12 Late News SU 1030PM Start Date End Date Weekdays Spots/Week | 1030p-11p | :30 | NM | 5 | \$5,850.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | <u>Rate</u>
\$850.00 | | | | , -, |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | Туре | | |
| 1 WISN 10/29/12-11/04/12 Late News SU 1030PM | 1030p-11p | St :30 \$850.00 | NM | | |
| See MG 41.2,41.3,41.4,41.5,41.6
2 WISN 11/02/12-11/02/12 Late News 1030PM | | | | | |
| 2 WISN 11/02/12-11/02/12 Late News 1030PM ⊕ MG for 19.1,39.1,28.1,41.1 | 1030p-11p | F :30 \$2,000.00 | NM | | |
| 3 WISN 11/02/12-11/02/12 LIVE WITH KELLY & MICH | IAI9-10am | F :30 \$1,000.00 | NM | | |
| ⊕ MG for 19.1,39.1,28.1,41.1 | | 1,000.00 | 14101 | | |
| 4 WISN 11/02/12-11/02/12 ANDERSON COOPER
⊕ MG for 19.1,39.1,28.1,41.1 | M-F 11A-12P | F :30 \$500.00 | NM | | |
| 5 WISN 11/03/12-11/03/12 News Sat 7-9a | 7-9am | Sa :30 \$750.00 | | | |
| MG for 19.1,39.1,28.1,41.1 | , ouiii | 5a :30 \$750.00 | NM | | |
| 6 WISN 11/03/12-11/03/12 Late News Sa 10pm | 10-1035p | \$a :30 \$1,600.00 | NM | | |
| ● MG for 19.1,39.1,28.1,41.1
42 WISN 11/03/12 11/03/12 Sa 458-6a | | | | | |
| 42 WISN 11/03/12 11/03/12 Sa 458-6a Start Date End Date Weekdays Spots/Week | 456-6AM | :30 | NM | 1 | \$700.00 |
| Week: 10/29/12 11/04/12S- 1 | <u>Rate</u>
\$700.00 | | | | |
| 43 WISN 11/03/12 11/03/12 ABC Prime College Footbal | 7-1030p | :30 | NM | 1 | \$2 E00 00 |
| Start Date End Date Weekdays Spots/Week | <u>Rate</u> | | 1.4161 | ' | \$2,500.00 |
| | \$2,500.00 | | | | |
| 44 WISN 11/04/12 11/04/12 Su 458-6a Start Date End Date Weekdays Spots/Week | 458-6AM | :30 | NM | 1 | \$700.00 |
| Week: 10/29/12 11/04/12S 1 | <u>Rate</u>
\$700.00 | | | | |
| | | | | | |

| Time Period | # of Spots | Gross Amount | Net Amount | | |
|--------------------|------------|--------------|-------------|--|--|
| 10/29/12 -11/06/12 | 76 | \$54,550.00 | \$46,367.50 | | |
| Totals | 76 | \$54,550.00 | \$46,367.50 | | |

Totals

76

\$54,550.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | Contract / Re
902207 | visi
/ | <u>on</u>
5 | <u>Alt Order #</u>
06112213 |
|---------------------------------------|-------------------------|-----------|----------------|---|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | | Estimate # |
| Advertiser
NRSC National Repub | lica | | - 1 | iginal Date / Revision
11/05/12 / 11/05/12 |

| Signature: | Date: |
|------------|-------|
|------------|-------|

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. **BILLING AND PAYMENTS**

Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency (a) shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

(b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. **PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. **FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7, INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. **GENERAL**

Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the (a)

face hereof,

| materials and other property furnished by the Agency in connection with broadcasts here connection with broadcasts except after its prior approval. | dling of property and mail, but assumes no liability for loss or damage to program or commercial
aunder. The Station will not accept or process mail, correspondence, or telephone calls in |
|--|---|
| unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser is hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that A party monies which may be or become payable by Advertiser or Agency, or that Agency statement of account) from Station that Agency is seriously delinquent under this or any billings within 45 days after the end of the month in which service is provided thereunder as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations because | e., the Advertiser named on the face hereof) and Agency will act as agent for making payment ayment of sums due hereunder and Station shall look initially to Agency for the payment thereof shall be liable to Station and not to agency on all unpaid billings for services rendered by Station tiser has not theretofore made payment to the Agency thereon, and to the extent that gency has entered into an agreement or arrangement purporting to assign or pledge to a third was in danger of becoming insolvent; or (ii) after receiving notice (together with a current other advertising agreement(s) between Station and Agency be failing to make payment on. Nothing herein contained relating to the payment of billings by Agency shall be construed so reunder. If this contract is with a media buying service, all references herein to Agency shall noes herein to Agency shall apply to Advertiser except that in such case no commission will be |

The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on

This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is the state of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is the state of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is the state of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is the state of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is the state of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]